

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SANTA BARBARA  
AND  
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, AF OF L, CIO, CLC,  
AIRPORT AND HARBOR PATROL OFFICERS' AND  
TREATMENT PLANTS' BARGAINING UNITS**

THIS AGREEMENT IS ENTERED INTO AS OF April 19, 2005 BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, HEREINAFTER REFERRED TO AS "UNION."

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Union, having met and conferred in good faith concerning the issue of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

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Kristine Schmidt  
Employee Relations Manager

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Steve Mack  
Water Resources Manager

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Tracey Lincoln  
Airport Operations Manager

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Linda Jenson  
Counsel

FOR THE UNION:

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Thomas Totton  
Senior Control Systems Operator Specialist  
Treatment and Patrol Unit President

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Rob Fair  
Senior Wastewater Collection Systems Operator

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Jarrett A. Garcia  
Airport Patrol Officer II

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Rick Marshall  
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Erik Engbretson  
Harbor Patrol Officer

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Bob Tsukamoto  
Senior Control Systems Operator Specialist

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Walter C. Hamilton  
Executive Director, SEIU, Local 620

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## **1. BENEFITS DURING LEAVE WITHOUT PAY**

No sick leave, vacation, or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on unauthorized or authorized leave without pay. Employees on leave without pay shall also be responsible for full payment (employer and employee portion) of insurance premiums except as otherwise provided in this MOU.

## **2. BENEFITS- PART-TIME EMPLOYEES**

a. Effective September 25, 2004, employees filling positions authorized by City Council in the City's official list of authorized positions at 20 hours or more per week on a less than full-time basis shall receive benefits (holiday, vacation, and sick leave) as follows:

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).
- ii. Vacation, and sick leave equal to the percent of time worked versus a regular work week rounded up to the nearest ten percent (10%).

b. Employees already filling positions authorized by City Council in the official 2004-2005 Position and Salary Control Resolution at more than 20 hours per week on a less-than-full-time basis on September 24, 2004 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

## **3. BEREAVEMENT LEAVE**

The City's bereavement leave policy shall provide up to five (5) days leave with pay for immediate family members. Immediate family is defined as mother, father, brother, sister, spouse, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis (in place of the parent), and step family members. In addition to the immediate family members listed herein, an employee shall be eligible for up to five (5) days bereavement leave with pay for his/her domestic partner and the domestic partner's immediate family, as defined above. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State.

The parties agree that co-worker funeral attendance will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements and/or to attend a funeral.

Though bereavement leave pay is not applicable, the City shall encourage departments to make reasonable efforts to allow employees to use accrued vacation, compensatory, time or personal leave to attend the funeral of an aunt, uncle or cousin.

## **4. BILINGUAL SKILLS**

The City and the Union agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

Any employee who is requested by the City and whose duty assignments require frequent and regular use of bilingual language skills in Spanish and in English with members of the public shall be designated by the Department Head in writing and said designation shall be approved by the Human Resources Manager, who shall test and certify the employees for language proficiency.

Departments will be limited to two (2) employees as being designated for use of bilingual skills in each major division or department. "Major Division" shall be determined by the Department Head.

As used in this section, the phrase "regular and frequent" means at least several times in each working day. Designation of the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write or speak Spanish occasionally or, incidental use of language skills in Spanish, or the use of bilingual skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual designation.

The City shall provide an updated list of designated employees at the Union's written request no more than once every six (6) months. In addition, the City shall provide a list of designated employees to the Union within 30 days of ratification of this MOU.

All employees designated for use of bilingual skills by their Department Head shall receive \$64.00 per pay period.

## **5. BULLETIN BOARDS**

The City agrees to furnish space for Union-purchased bulletin boards of a reasonable size for posting of Union material. The specific locations of the bulletin boards shall be approved by the City and shall include but not be limited to the following work stations:

Harbor Patrol Office  
Airport Administration Building  
Parks Division

Water Treatment Plant  
Wastewater Treatment Plant

Other work stations may be added upon approval of the City.

## **6. CAFETERIA PLAN**

a. A flexible benefits plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's medical, dental, vision, psychological and supplemental life insurance premium contributions and flexible spending accounts within the meaning of Section 125 (d) of the Internal Revenue Code shall be provided to employees. Each employee, with the exception of Park Rangers, shall be eligible to allocate a discretionary amount of \$313.74 per month for the term of this agreement.

For the period of October 1, 2004 to March 31, 2005 Park Rangers will continue to be eligible to allocate a discretionary amount of \$294.38, after which they will be eligible for the same maximum discretionary amount.

b. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical Insurance, Dental Insurance and Vision Insurance sections of the Health Insurances article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

## **7. CAREER STABILITY PAY**

a. It is agreed that employees receiving pay under the Career Stability Pay Plan previously instituted under Municipal Code Section 3.04.260 as it existed on the date of ratification of this Agreement (Appendix D) shall continue to receive such pay. No other employees shall be eligible to receive such pay.

b. Eligibility for continuance of career stability pay shall be construed and deemed to be a privilege earned by merit as established by the employee's work performance and not a right. If at any time the City Administrator determines that an employee's service is not satisfactory, payments herein provided shall cease.

- c. Career Stability payments once terminated for any reason shall not be reinstated.

#### **8. CHILD CARE**

The City will provide a pre-tax salary reduction plan for dependent care needs in accordance with Section 129 of the Internal Revenue Code.

#### **9. COMMERCIAL DRIVER'S LICENSE**

When an employee is promoted to a position where a commercial driver's license is required, the City will allow the employee up to 6 months following initial appointment to obtain the commercial driver's license, unless the employee had a commercial driver's license prior to promotion.

#### **10. DISABILITY RETIREMENT**

a. An employee found physically or mentally incompetent to perform his/her regular duties shall be provided with the opportunity for transfer, promotion or demotion to a position for which he/she possesses the physical or mental competence, if possible, or other action pursuant to State law and/or City Charter.

b. An employee later found not to be disabled shall be reinstated with back pay and benefits to the date such pay and benefits ceased.

c. In no case shall an industrially injured employee be entitled to use sick leave benefits to postpone the effective date of retirement.

d. An employee eligible to retire for non-industrial disability shall be entitled to use sick leave benefits to extend the date the employee is first eligible to receive retirement benefits for up to a maximum of ninety (90) days.

#### **11. DISCIPLINARY ACTION**

The City, at its option, may require an employee to forfeit vacation or holiday time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

#### **12. DOMESTIC PARTNERSHIP BENEFITS**

The City shall allow same sex and opposite sex domestic partners dependent coverage under medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State. The affected employees shall be responsible for all tax consequences of this benefit.

#### **13. DRESS CODES**

It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees. No dress codes other than the above standard are to be established in the various departments other than those which are related to uniform requirements and safety policies established by the City.

#### **14. EQUAL EMPLOYMENT OPPORTUNITY**

a. The City and the Union agree that the provisions of this agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex/gender, age, national origin, political or religious affiliations, Union membership, sexual orientation, marital status, disability or pregnancy.

b. The City and the Union agree to commit themselves to the goal of equal employment opportunity in

all City services. Further, the Union agrees to encourage their members to assist in the implementation of the equal employment opportunity program.

#### **15. FLEXIBLE STAFFING**

The City may choose to flexibly staff classifications within any class series containing an entry and journey level position. Flexible staffing gives the City the ability to hire employees at the entry level or the journey level depending upon applicant qualifications and City staffing needs.

An official list of the flexibly staffed classifications shall be maintained by Human Resources. Classifications designated as flexibly staffed would not require an examination nor the establishment of an eligible list for an incumbent to promote from the entry level to the journey level classification. The City retains the exclusive right to determine if and when an employee may advance from the entry to the journey level.

Flexible staffing does not preclude the City from identifying certain positions that would be permanently assigned to the entry level for as long as their duties and responsibilities remain within the entry level classification.

#### **16. GRIEVANCES/DISPUTES**

a. Grievances shall be defined as an alleged violation of this agreement or dispute regarding interpretations, application, or enforcement of this agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, probationary terminations and items subject to meet and confer.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Union Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Union Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee can not be made available, the Union Steward will be immediately informed when the employee will be made available.

c. The parties agree that all grievances will be processed in accordance with the following procedure.

##### Step One

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

##### Step Two

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he or she may file a formal appeal in writing to his/her Department Head within ten (10) working days after



the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten (10) working days after receiving the appeal.

#### Step Three

If, within ten (10) working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.

#### Step Four

If, within ten (10) working days after the mediation process has been completed, the employee is still dissatisfied he or she may file a written appeal of the decision of the Department Head to the City Administrator. The City Administrator shall review information provided by the employee, the decision of the Department Head, and suggestions or information provided by the Mediator. The City Administrator shall render his/her decision within twenty-five (25) working days after the appeal is filed. Except as provided under Step Five below, the City Administrator's decision shall be considered final.

#### Step Five

#### **Request for Arbitration**

If the grievant is not satisfied with the decision at Step Four, he/she may, within fifteen (15) working days after the decision is mailed by the City Administrator, and with the concurrence of the Union, submit a request in writing to the City to proceed to arbitration. The Union shall have the right to invoke the arbitration procedure on behalf of a class of employees. Arbitration shall be conducted in accordance with the rules and procedures delineated in this Article.

#### **Selection of Arbitrator**

The parties shall make a good faith effort to select a mutually acceptable arbitrator from a designated list of available arbitrators. If they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, the parties shall request a panel of experienced arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The party who strikes first shall be determined by lot. By mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

Unless the parties agree otherwise, a hearing shall be commenced within sixty (60) days from selection of the arbitrator.

#### **Arbitrator's Authority**

Only those issues which directly relate to alleged violations of this Memorandum of Understanding or the City Charter, City ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to arbitration. In addition, matters for which a separate and comprehensive administrative process is available that provides a remedy no less complete than that provided in arbitration are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by EEOC or DFEH, safety complaints under Cal OSHA and OSHA, workers' compensation matters, and Civil Service appeals. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, the City Charter or Ordinances, or the written policies, rules, regulations or procedures of the City. The arbitrator however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

#### **Submission Agreement/Questions Regarding Arbitrability**

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

**Hearing Procedure**

Except as indicated in this Article, the arbitration hearing shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

**Decision**

After a hearing and an opportunity to present such closing arguments as may be appropriate, the arbitrator will make a reasonable effort to issue his/her decision within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision shall be final and binding on the parties.

**Costs**

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the parties. Any cost incurred to obtain the use of a hearing room shall be shared by the parties. All other costs shall be borne by the party incurring them.

d. The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

e. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the Assistant City Administrator who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal shall be handled in accordance with the procedures beginning in step three above.

f. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

g. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

**17. HARBOR PATROL SPECIAL DUTY ASSIGNMENT**

a. It is agreed that bonus pay associated with Harbor Patrol Special Duty Assignments shall be provided at the rate of two percent (2%) of base salary.

b. Harbor Patrol Special Duty Assignments shall be significant in nature and designated by the Waterfront Director.

**18. HEALTH AND SAFETY**

a. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan. The City recognizes that it is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their

immediate supervisors. If such conditions can not be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Union Steward to his/her Department Head or his/her designated representative. On any matter of safety that is not resolved, consultation will take place between management and Union representatives. Compliance with basic safety requirements will be part of each employee's performance evaluation criteria.

b. The City agrees to conduct a Safety Program on City time for the purpose of educating employees concerning the provisions of the Occupational Safety and Health Act as well as the City's safety policies. The Union agrees to support without qualification the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time. The City agrees that any safety courses the employees are required to take will be provided on City time with pay and that first aid training shall be provided to all employees in an on-duty status.

c. Both the City and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees.

d. The parties agree that the City shall perform on-site safety inspections in major work sites at least once a year, and to hold regular safety meetings with departmental safety coordinators. It is further agreed that the City shall continue to maintain vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

#### **19. HEALTH INSURANCES (MEDICAL, DENTAL, VISION)**

a. **Medical Insurance-** The parties agree that the City will pay 100% of the premium for medical insurance for the employee only, up to a maximum per month per employee as follows:

<u>Effective On</u>	<u>Maximum Per Month Per Employee</u>
October 1, 2004	\$711.05 (except park rangers)
April 1, 2005	\$778.36
January 1, 2006	\$830.18
January 1, 2007	\$885.63
January 1, 2008	\$943.63

For the period of October 1, 2004 to March 31, 2005 Park Rangers will continue to receive a maximum per month per employee of \$673.05, after which they will be eligible for the maximum amounts under the schedule above.

It is agreed that should the amount of subject premium be less than the limits described above, the difference between the employee-only premium and said dollar amount shall be applied to employee dependent medical coverage, if any. The City will provide an HMO option.

The Union will appoint a standing Union Insurance Advisory Committee. The City agrees to consult with the Committee prior to implementing any insurance contract change. The City shall provide the Union with a copy of the medical insurance policy.

The City retains full and complete control over the selection, approval, and administration of the City's employee medical insurance program to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, medical insurance benefits at the commencement of this agreement shall be maintained to the extent it is within the control of the City.

b. **Dental Insurance-** The parties agree that the City shall pay up to a maximum of \$76 per month per employee towards the dental insurance premium.

The City retains complete and full control over the administration of this dental program subject to

maintenance of benefits equivalent to those provided above for the term of this agreement, to the extent it is within the control of the City.

The City will continue to provide a Dental HMO option (currently Golden West).

c. **Vision Insurance**- The City shall pay up to a maximum of \$9.26 per month per employee towards the vision insurance premium for the term of this agreement. Employees who drop vision insurance shall not be able to re-enroll within two years of dropping coverage.

## **20. HOLIDAYS**

a. The City and the Union agree that the following days shall be observed as legal holidays by all employees in the Unit who are in a classification which would normally take a holiday when it occurs.

January 1st	(New Year's Day)
3rd Monday in January	(Martin Luther King Jr.'s Birthday)
3rd Monday in February	(Washington's Birthday)
Last Monday in May	(Memorial Day)
July 4th	(Independence Day)
1st Monday in September	(Labor Day)
4th Thursday in November	(Thanksgiving)
The Friday Immediately following Thanksgiving Day	
December 25th	(Christmas Day)

When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday respectively shall be observed as a legal holiday.

b. For shift employees, 2.77 hours per biweekly pay period (9 days per year) will be allocated to their vacation balance and shall be used like vacation. Employees eligible to receive this accrual, shall begin accruing effective the first day of employment. Shift employees are those employees that have been designated by the Department Head as shift employees because the nature of operations in their area of responsibility is such that work on holidays is a regular job requirement. Shift employees receive straight time pay for work on a day being observed as a holiday if it is part of the employee's regular shift. However, if a shift employee is called back to work on a day which is not the employee's regular shift day, and that day is being observed as a holiday, as listed above, the employee shall be compensated at the rate of time and one-half. For purposes of this provision, Park Rangers are considered shift employees.

c. Nothing in this agreement shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California.

d. If an employee who is not a shift employee under section "b" of this article is required to work on a day that is being observed as a holiday, as listed above, the employee shall be compensated at the rate of time and one-half for hours worked on that day. The employee will also be entitled to an additional day off. Such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day

e. The City will solicit volunteers within a work unit to work on Thanksgiving and Christmas. If an insufficient number of volunteers are available, then the supervisor shall make every reasonable effort to

rotate assignments on Thanksgiving and Christmas.

f. If the City Council grants Cesar Chavez Day as an additional City holiday during the term of this agreement it will be an additional holiday for bargaining unit members. For shift employees, eight hours will be added to the annual vacation accrual to account for this holiday, for a total of 3.08 hours per biweekly pay period (10 days per year).

## **21. IMPLEMENTATION OF MOU**

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

## **22. JURY/WITNESS DUTY**

In the event that an employee of the City is required by a court of competent jurisdiction to perform jury duty and that requirement causes the employee to be away from his/her regularly assigned work schedule, said jury duty shall be considered leave with pay without interruption of service on the condition that the employee pay to the City Treasurer all compensation he/she receives for the jury duty. For those employees on shift work, the City will, whenever possible, reschedule an employee to a day shift.

Pursuant to Government Code §1230.1, whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

## **23. LAYOFF POLICY**

a. Basis of Layoff: Whenever a position is abolished pursuant to section 1008 of the City Charter an employee will be laid off as set forth below.

b. Notification to the Union: Whenever the City Administrator submits a budget to the City Council requiring layoff of employees in the General unit, the City Administrator shall provide the Union with a list of the classifications(s), department(s), and division(s) from which the layoff will be made, and a seniority list of those affected.

c. Notification to Employee: Employees to be laid off shall be given at least thirty (30) calendar days prior notice.

d. Order of Layoff: Employees will be laid off by classification, department and division in the following order:

1. Probationary employees;
2. Regular employees who within the twenty-six pay periods immediately prior to the layoff received a cumulative performance evaluation score of less than 3.0.
3. Regular employees by inverse order of seniority. Seniority is determined by continuous service in the classification.
4. If employees have the same seniority within the classification, selection shall be made at random.

All branches and extensions of the Library are considered in the same division as the Central Library.

e. Bumping (Displacement) Rights: regular employees who are laid off have the right to return to the last position they previously held under the following conditions:

1. They meet the positions' minimum qualifications
2. They are physically able to perform the duties of the position
3. The position has continued to exist

If an employee bumps down into the last position held, the employee will bump the employee with the least seniority in the classification.

f. **Transfer or Voluntary Demotion:** If an employee to be laid off meets the minimum qualifications for a vacant position, before an open competitive recruitment can be commenced, the employee will be given an opportunity to fill the vacant position through transfer or voluntary demotion.

If an employee does not meet the minimum qualifications for the vacant position the City will consider appointment to the vacant position as a trainee level appointment. Trainee-level employees appointed under this section will be paid at 100% of Step 1, rather than 80%.

Final appointment through transfer or demotion is at the sole discretion of the Department head.

g. **Separation Enhancement Plan:** The City may offer a separation enhancement to avoid layoffs.

#### 24. LEAD PAY

a. During the term of this agreement, Harbor Patrol Officers who are scheduled and work an assigned shift in Lead capacity shall receive an additional five (5%) percent over their base salary. The five (5%) percent shall not be applied to vacation, sick leave, compensatory time or other paid leaves. The City agrees to designate a "Lead" officer whenever the Harbor Patrol Supervisor and the Harbormaster are not working.

Nothing in this provision is intended to preclude the Harbor Patrol Supervisor or the Harbormaster from assigning a "Lead" officer whenever they deem it to be necessary for the safe and efficient operation of the department. Which officer is assigned as the lead officer is within the sole discretion of Waterfront management.

#### 25. LEAVE OF ABSENCE

a. It is agreed that represented employees as defined in this agreement shall have the right to request an extended leave of absence without pay for a period of up to one year for personal reasons or for additional schooling. If the leave is approved, the employee will have the right of return but such leave shall be considered a break in service with no accrual of benefits. Leave approval will be at the discretion of the City Administrator.

b. Employees may be entitled to 12 weeks of leave, with benefit continuation and reinstatement rights, under the City's FMLA/CFRA Family Care and Medical Leave Policy for the birth of a child or to care for a newborn, for the placement of a child with an employee in connection with adoption or foster care, to care for a child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition, or for the employee's own serious health condition. For combined pregnancy and child bonding leave, the amount of leave available under this policy may be longer.

c. Extended medical leaves of absence may be granted by the City Administrator for a period of up to a total of one year (including any period of FMLA/CFRA Family Care and Medical Leave) on request of the employee due to the employee's illness. The City shall continue to pay its contribution to insurance for the longer of the first ninety (90) days of such leave, or any period of leave continuation provided under the FMLA/CFRA Family Care and Medical Leave Policy.

d. The following criteria will be used in determining the granting of personal or extended medical leaves of absence:

1. the employee's seniority in City service.
2. the employee's job performance record.
3. the employee's disciplinary record.

4. the needs of the City service.

e. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this article, neither military leaves nor medical leaves of absence, including maternity leaves, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) working days in any period of twelve (12) months, including layoffs on account of lack of work, lack of funds, or abolishment of positions shall be construed as breaking "continuous service".

## **26. LIFE INSURANCE**

The City will provide a term life insurance policy covering the employee in the amount of \$50,000 with equal accidental death and dismemberment provision.

## **27. LONG-TERM DISABILITY**

The City will provide a long-term disability insurance plan by enrolling Unit members in the City's current long-term disability plan.

## **28. MAINTENANCE OF BENEFITS**

The City and the Union agree that all compensation, other than direct wages, as provided by ordinance, resolution, and City Charter, which are in existence at the commencement of this agreement, shall not be diminished, lessened, or reduced for the duration of this agreement, except as may be herein provided.

Wage adjustments as provided for from time to time by ordinance or resolution, or by City Charter, as may be amended in accordance with this agreement, shall also continue for the duration of this agreement.

The City and the Union agree that the City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

## **29. MANAGEMENT RIGHTS**

The parties agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work. The City retains complete authority over the policies and direction and administration of all City departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this agreement.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

## **30. MUNICIPAL CODE CHANGES**

The Union agrees to support the following specific changes to Title 3 of the City of Santa Barbara Municipal Code.

a. Delete Section 3.04.200 (Filling Vacancies).

- b. Change Section 3.04.161 (Permanent/Part-Time Employees - Unclassified ) to refer to “unclassified part-time” employees rather than “permanent part-time employees” or “permanent part-time employees- unclassified”, and to make the part-time employee benefits provisions consistent with the “Benefits- Part-time Employees” Article of this Agreement. In addition, change the definition of an unclassified part-time employee to cover employees filling positions officially authorized by the City Council for at least twenty hours per week, but not more than thirty hours per week.
- c. Delete Section 3.04.260 (Career Stability Pay).
- d. Delete Section 3.16.400 (Mandatory Retirement Age).
- e. Amend Section 3.08.100 (Procedure for Payment Upon Termination) and Section 3.16.390 (Resignation) to remove the requirement for 2 weeks notice for receipt of accrued vacation pay upon termination of employment.
- f. Delete Section 3.04.230 (Compensation, Procedures) and replace with salary setting provisions outlined in Section 1211 of the City Charter (Salaries. Annual Adjustment).

In addition, during the term of the Agreement the City and the Association shall meet and confer with regard to any further City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation. The negotiations will be held jointly with the General bargaining unit. The representatives for the Union shall be limited to SEIU staff and one bargaining unit member from the General bargaining unit and one member for the Treatment and Patrol bargaining units. The negotiations will be interest based.

### **31. NO STRIKE OR LOCKOUT**

The City and the Union agree that during the term of this agreement the City will not lock-out employees; nor will the Union sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, or work stoppage which is detrimental to providing services to the citizens of Santa Barbara.

### **32. OFFICER STATUS**

City recognizes that Airport Patrol Officers are peace officers pursuant to Section 830.33(d) of the California Penal Code and that Harbor Patrol Officers are peace officers pursuant to Section 830.33(b) of the California Penal Code. Park Rangers are peace officers not authorized to carry firearms pursuant to Section 830.31.

City agrees that during the term of this contract departmental policies and procedures pertaining to the function, duties and responsibilities of said Airport Patrol Officers shall be made available to those officers.

### **33. OVERTIME**

a. The City and the Union agree that overtime work will be assigned to the employees on a rotation basis whenever possible.

b. Overtime compensation shall accrue for work performed beyond a regularly scheduled work day of at least eight (8) hours at the rate of one and one half hour of overtime, payable in increments of 15 minutes. Work performed for the purpose of computing overtime shall include all paid leave time actually taken as time off. It will not include holiday or other paid leave time “cashed out” but not taken.

c. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. When an employee is called out on an emergency 3 hours or more before the beginning of his/her regularly scheduled shift, he/she will be provided paid leave time (without deductions from leave banks) to allow five (5) hours off-duty without loss of pay before reporting for the next regularly scheduled shift. With the permission of the Supervisor, the employee may choose to work the beginning of his/her next regularly scheduled shift, and take the equivalent paid rest period at the end of the regularly scheduled shift instead. The City agrees that such permission shall not be unreasonable withheld.

d. If an employee is required to stay beyond the regularly scheduled work day and if such overtime



extends two (2) hours or more beyond the workday, the City shall provide the employee with nourishment and a rest period.

e. The parties agree that employees have the right to request cash payment or compensatory time off but that approval of one or the other benefit remains the right of the City consistent with the needs of the City. Denial of an employee's request to take compensatory time off from his/her bank of CTO hours shall require a statement by the Department Head or his designee that approval of the request would unduly disrupt the operation of the department.

It is agreed that the City has the right to require employees to take compensatory time off but shall provide a minimum of seven (7) calendar days advance notice in such cases. The City also retains the right at its option to provide cash payment for overtime at the rate of one and one-half hours of pay for one hour of overtime.

The parties agree that overtime not paid for as described above, shall be accrued in a bank of hours, which if the employee requests, may not exceed more than one hundred (100) hours. Overtime in the "bank" may be taken as compensatory time off (CTO) at the rate of one and one-half hour of CTO for one hour of overtime worked or cashed out at time and one-half.

f. The City and the Union agree that overtime work accrued during a declared disaster as determined by the President of the United States, the Governor of the State, the Mayor, City Council, or the City Administrator shall be compensated at the rate of time and one-half providing that the City is reimbursed at the rate of time and one-half wages in Federal or State Disaster Relief Funds.

#### **34. PAYROLL**

a. Employees who receive payroll overpayments shall reimburse City for such overpayments. City shall establish a reasonable schedule of payments based upon amount of such overpayment and date overpayment was made.

b. City agrees to explain all payroll stub information to employee upon request of said employee.

c. City agrees to provide the Union with up to three (3) deduction codes.

d. The parties agree that the City will continue deducting monies from payroll and remit same to Union as authorized by employee payroll deduction authorizations in accordance with present policy. However, when an employee switches from the Treatment and Patrol bargaining units to a unit not represented by S.E.I.U. Local 620, S.E.I.U. dues will no longer be deducted, unless and until the union submits another signed authorization form. Any changes in dues deductions shall be subject to indemnification of the City by the Union.

e. The City shall provide to the Union, on a bi-weekly basis, a new hire and termination list of bargaining unit employees with their name, job classification title and department. The cost of programming said report shall be paid for by the Union.

#### **35. PERSONAL LEAVE**

a. Employees shall be entitled to four (4) days personal leave each fiscal year per the following schedule:

Employees on the payroll July 1:	4 days
Employees hired between July 2 and October 1 (inclusive):	3 days
Employees hired between October 2 and January 1 (inclusive):	2 days
Employees hired between January 2 and	

April 1 (inclusive):

1 day

b. Personal leave days must be taken by the end of each fiscal year or lost. Personal leave shall be scheduled on the same basis as vacation. In no case shall employees be entitled to cash payment for personal leave days not taken.

c. City shall maintain minimal staffing on workday afternoon prior to New Years and Christmas holidays so that as many employees as possible may enjoy personal leave, vacation, or C.T.O. at those times.

### **36. PERSONAL PROPERTY DAMAGE REIMBURSEMENT**

Any employee entitled to a uniform allowance who experiences a loss or damage to personal property may submit a claim to his/her immediate supervisor for consideration of reimbursement. The claim shall be submitted within fifteen (15) days after the loss or damage is sustained. The claim shall contain the following information: type of item, date of purchase, replacement cost, condition, description of damage, circumstances, etc. If the personal property is stolen, a report shall be filed with the Police Department.

The following conditions must apply for the claim to be considered:

- a. The loss must be in the line of duty.
- b. There must not be contributory negligence or carelessness on the part of the employee.
- c. There must not be other means of recovery such as, but not limited to, court action or insurance.
- d. The personal property for which the claim is made must be owned by the employee involved. Exceptions to the above may be referred to the Department Director for approval.
- e. \$200 limit per item claimed unless personal property item has written pre-approval by the Department Head.

The supervisor shall conduct an inquiry into the validity of the claim and forward it to the Division Manager with his/her recommendation. The Division Manager shall review the claim and forward his/her recommendation to the Department Director. The Department Director will approve or deny the claim. Claims meeting the above criteria shall not be unreasonably denied.

Reimbursement will be calculated from the following schedule:

<u>Age of Item</u>	<u>% Reimbursed</u>
0 to 6 months	100%
6 to 12 months	80%
12 to 18 months	50%
18 to 24 months	25%
24 months and over	0%

If the claim is approved, payment will be forwarded to the initiating employee.

### **37. PROBATIONARY PERIOD**

The probationary period required by Charter Section 1004 may be extended beyond one (1) year by signed mutual agreement of City and employee. If the employee's supervisor intends to request an extension of the probationary period, notification of that intent shall be given to the employee at least two (2) weeks prior to the expiration of the probationary period if feasible.

### **38. PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this memorandum;

to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

**39. RECOGNITION**

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Union is recognized as the majority representative of the City employees in the Airport and Harbor Patrol Officers' Bargaining Unit and the Treatment Plants' Bargaining Unit and as the exclusive bargaining agent for the employees in said Unit.

b. The term "employee(s)" as used herein shall refer only to full-time or permanent part-time employees serving in classifications who occupy positions authorized and designated as in the Airport and Harbor Patrol Officers' Unit and the Treatment Plants' Unit by the City Council on the official City "Position and Salary Control Resolution."

Classifications may be added to or deleted from the bargaining unit in accordance with the provisions of this agreement and the City's Employer/Employee Relations Ordinance.

**40. RECRUITMENT**

a. The City agrees to supply job announcements for posting on employee bulletin boards in all departments but City assumes no responsibility for notices once delivered. City shall also provide Union an interoffice mail slot in City Hall and shall place job announcements in said slot when distributing job announcements to City departments.

b. The City agrees to continue its policy of maintaining consistent oral examination boards to the maximum extent possible. It is agreed that employees may contact the Human Resources Office to request inter-departmental or inter-divisional transfers, and are to contact Department or Division Heads for intra-departmental or intra-divisional transfers. Intra-departmental or divisional transfer opportunities will be made known to employees in those organizations prior to transfer action.

c. City shall provide a minimum application filing period of five (5) days for all open vacant positions and ten (10) days for all vacant promotional positions in the classified service within the bargaining unit for which an eligibility list must be established.

d. The names of nine (9) more eligible (including tie scores) than the number of vacancies shall be certified to the appointing authority in alphabetical order.

e. Positions in the bargaining unit shall not be filled from eligibles placed on the certification list by virtue of being on another eligible list which is at a higher salary range and for which the qualifications are substantially similar.

**41. RENEWAL**

The City and union agree that no earlier than October 1, 2007 either party may notify the other in writing to request that the parties begin the meet and confer process solely to attempt to obtain agreement on comparable agencies for use in a salary survey to provide labor market data for consideration in the upcoming negotiations for a successor labor agreement. A request to meet and confer shall be filed in writing and meeting and conferring shall commence within thirty (30) days of receipt of said request.

The City and the Union agree that meeting and conferring over the renewal or continuation of this agreement shall be initiated at the request of either party after June 1, 2008 but not later than July 15, 2008 and every effort will be made to reach an agreement prior to the expiration of this agreement on September 30, 2008. A request to meet and confer shall be filed in writing and meeting and conferring shall

commence within ten (10) days of receipt of said request.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

Except as otherwise expressly provided in this agreement or when the parties mutually agree to meet and confer on a matter, the City and the Union agree that, for the term of this agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal, or continuation of this agreement.

#### **42. REPRESENTATION - UNION OFFICERS AND STEWARDS**

a. The City and the Union agree that Union officers and stewards will be allowed to meet with City management on City time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits.

b. The Union agrees to provide the City with a list of Union officers and stewards, with their job classifications, who are authorized to meet and confer in good faith. The Union shall keep the list up to date.

c. The City agrees that authorized Union staff representatives shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the Department Head and a management representative may accompany the Union staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of the Union.

d. The Union shall provide the City with a list of staff representatives and shall update said list as appropriate.

#### **43. RETIREE MEDICAL INSURANCE CONTRIBUTION**

a. This provision is applicable to employees who retire from City service on or after October 1, 1994, and

1. Have 15 or more years of classified or unclassified service; or
2. Retire from City with an industrial disability.

b. For employees who retire on or after October 1, 2004, the City shall contribute \$7.75 per month, per year of service up to a maximum of 35 years (i.e., \$245/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk's Office or the Secretary of State, if applicable.

c. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as reasonably determined by the City.

d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution shall cease when the retiree would have reached age 65. Thereafter, the spouse may remain on the insurance plan, at his/her own cost, subject to the conditions set forth by the insurance company.

e. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

f. If any Court decision with binding effect on the City of Santa Barbara rules that a retiree medical provision like the provision contained herein violates the State or Federal law against age discrimination, the parties agree that within 30 days they will reopen negotiations on said provision to convert to a retiree medical policy with equivalent cost that does not violate age discrimination law. The parties agree that whatever policy is agreed upon will not reduce or increase the City's contribution toward retiree medical insurance.

#### **44. RETIREMENT**

a. Except as explicitly modified by Section "e" below, the City will provide the two percent (2%) at age fifty-five (55) benefit formula for Miscellaneous employees under the Public Employees' Retirement System (PERS), pursuant to Government Code 21354. Except as detailed in Section "e" below, the City will contribute the entire 7% PERS normal Miscellaneous employee's contribution, which shall be credited to the member's account. The City shall report the value of any Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4).

b. The following contract provisions shall apply to the PERS miscellaneous plan

- i. The City will provide One-Year Final Compensation for Miscellaneous employees under PERS, pursuant to Government Code 20042.
- ii. The PERS Miscellaneous contract shall provide for Military Service Credit as Public Service under Government Code Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.
- iii. The PERS Miscellaneous contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) pursuant to Government Code Section 21023.5,
- iv. The City will provide the Fourth (4<sup>th</sup>) Level of 1959 Survivor Benefits for Miscellaneous employees, pursuant to Government Code Section 21574.

c. The PERS contract shall provide local safety member status under the 3% at 50 benefit formula to employees regularly assigned as Harbor Patrol Officers pursuant to Government Code 20423. The City will provide to Harbor Patrol Officers the additional PERS benefits of One-Year Highest Compensation, Increased Level of 1959 Survivor Benefits (Level Two), Post Retirement Survivor Benefits and Post Retirement Survivor Allowance to Continue After Remarriage, Military Service Credit as Public Service under Government Code Section 21024 and Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031. The City will continue to pay the entire 9% PERS normal employee's contribution for Harbor Patrol Officers during the term of the agreement, which shall be credited to the member's account. City shall report the value of Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4).

d. The City is authorized to amend its contract with PERS immediately, in order to be able to implement the incentives listed below:

Upon declaration of the Council of the City of Santa Barbara that the State of California's budgetary or fiscal impacts on the City's budget have caused grave fiscal conditions to exist that require prompt and immediate

attention, the City may offer the following early retirement incentives to applicable employees:

1. Two years additional service credit in accordance with Government Code Section 20903; and/or
2. City payment of Military Service Credit as Public Service in accordance with Government Code Section 21024.

e. Prior to April 15, 2005, the City shall meet with each of the employee groups representing employees covered under the miscellaneous plan to determine if they have an interest in holding an election to amend the PERS contract to provide the 2.7% at 55 PERS retirement benefit. Unless each recognized employee group has formally agreed to hold an election, and each affected group has agreed to the cost-sharing terms listed below by May 15, 2005, or such later date as may be mutually agreed to by the parties, no election shall be conducted and the remaining terms of this Memorandum of Understanding will continue in full force and effect.

If an election is held, the following provisions shall apply:

1. There will be one consolidated voting unit, which will include General Employees, Treatment and Patrol Employees, hourly employees, confidential employees, and managers. The City may allow, non-sworn Police Employees, and Supervisors in the miscellaneous plan to vote with the consolidated voting unit or vote separately in the election to determine their respective approval or disapproval of the amendment. Each group of regular employees that elects to vote separately shall be a voting unit.
2. Approval of the Amendment shall require a simple majority of employees actually voting in each voting unit, including the consolidated voting unit. Every voting unit must approve the amendment for the amendment to pass.
3. Approval of the PERS amendment as a result of the election shall require miscellaneous employees to pay the full cost of the benefit, including the effects of market volatility, according to the following formula:
  - a. While the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. This will be deducted on a pre-tax basis and credited to the employee's PERS member account. The City will pay the difference of .838%, which shall be reported to PERS as compensation earnable, and credited to the employee's member account.
  - b. If PERS sets the employer rate at less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The City will apply the credit by paying an additional portion of the required 8% employee contribution, up until the point where the City again pays a full 7% of the 8% required employee contribution. This additional City-paid employee contribution (EPMC) shall be reported to PERS as compensation earnable, and credited to the employee's member account.  
[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 1.448%];
  - c. If PERS sets the employer rate at more than 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay this in the following manner:
    - i. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%. This additional employee paid amount will be deducted on a pre-tax basis and credited to the employee's member account.  
[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay and additional 0.61% (2% times 30.559%) of the 8% employee

contribution, for a total of 7.772%];

ii. Second, through payroll deduction. To the extent allowable by PERS, and in compliance with any restrictions imposed by PERS, the City will amend its contract to allow the employee to assume this additional cost in such a way that it will be credited to the employee's PERS member account and payable on a pre-tax basis. [Unless the parties through meeting and consulting (not meeting and conferring) agree that affected employees can pay through another mechanism, including, but not limited to paid vacation or paid holiday. If the parties enter into the meet and consult process, a State mediator will act as the facilitator.]

[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5% times 30.559%) of PERS-able compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]

d. The City may offer alternate cost-sharing terms for those hourly (temporary) employees in the PERS retirement plan.

4. If the amendment is approved by the election, the PERS amendment shall be implemented with an effective date as soon as practicable following approval by election, but no sooner than July 1, 2005. Following the contract amendment, the employee cost sharing formula detailed above will become effective at the same time as any changes to the employer rate.

5. If the amendment is disapproved by election, no change to the PERS contract will be made and remaining terms of the Memorandum of Understanding will continue in full force and effect.

#### **45. SAFETY RETIREMENT FOR AIRPORT PATROL- REOPENER**

During the period commencing October 1, 2005 and ending October 1, 2006, either party may notify the other in writing to request that the parties meet and confer to consider (1) whether PERS safety retirement status can and should be granted to Airport Patrol Officers and (2) any cost offsets related to such a change. All other provisions of this agreement will remain in full force and effect.

#### **46. SAFETY EQUIPMENT**

a. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever such equipment has been required by the City as necessary for the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets, and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures, and limitations and exclusions.

b. Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes with the exception of Harbor Patrol Officers, Airport Patrol Officers and Park Rangers, in the performance of their duties, shall be eligible to receive an annual allowance for the provision of said shoes upon the presentation of valid claims in keeping with City established procedures in amounts not to exceed the following:

<u>Period</u>	<u>Amount</u>
October 1, 2004 - September 30, 2005	\$200
October 1, 2005 - September 30, 2006	\$210
October 1, 2006 - September 30, 2007	\$220
October 1, 2007 - September 30, 2008	\$230

If the employee desires, he/she may combine two years allowance for the purchase of shoes. The allowance is for the purchase of shoes only.

c. City shall provide prescription safety glasses to those employees who wear prescription glasses and perform duties that require the use of safety glasses. Such employees shall provide the City with the lens specifications prescribed by the employee's doctor. The City will provide the initial pair of safety glasses based upon this prescription and shall replace same only upon a subsequent substantial change of prescription or evidence acceptable to the City that said prescription safety glasses are rendered unusable by accidental damage suffered while performing assigned duties.

#### **47. SALARIES**

a. All employees employed as of the date of adoption of this agreement by City Council will be eligible to receive the following salary adjustments:

1. Across-the-board salary increases for all classification during the term of this agreement will be as follows:

<u>Date of Increase</u>	<u>Amount of Increase</u>
4/02/2005-	3.5%
4/01/2006-	3.5%
4/14/2007-	3.0%
4/12/2008-	3.5%

2. Over the term of the agreement, the following classifications will receive adjustments in addition to the adjustments set forth above:

<b>Title</b>	<b>4/02/2005</b>	<b>4/01/2006</b>	<b>4/14/2007</b>	<b>4/12/2008</b>
Airport Patrol Officer I	3%	2%		
Airport Patrol Officer II	3%	2%		
Water Treatment Plant Operator III	2.5%	2%	2%	1%
Water Treatment Plant Operator II (entry)	2.5%	2%	2%	1%
Control Systems Operator Specialist	2.5%	2%	2%	1%
Wastewater Collection System Operator/Technician I	2.5%	2%	2%	1%
Water Distribution Operator/Technician I	2.5%	2%	2%	1%
Wastewater Collection System Operator/Technician II	2.5%	2%	2%	1%
Water Distribution Operator/Technician II	2.5%	2%	2%	1%
Lead Wastewater Collection System Operator/Technician	2.5%	2%	2%	1%
Lead Water Distribution Operator/Technician	2.5%	2%	2%	1%
Senior Control Systems Operator Specialist	2.5%	2%	2%	1%
Senior Distribution & Collection Technician	2.5%	2%	2%	1%
Senior Treatment Plant Technician	2.5%	2%	2%	1%
Senior Wastewater Treatment Plant Op	2.5%	2%	2%	1%
Treatment Plant Technician	2.5%	2%	2%	1%
Wastewater Treatment Plant Operator I	2.5%	2%	2%	1%
Wastewater Treatment Plant Operator II	2.5%	2%	2%	1%
Wastewater Treat Plant Op-in-Training	2.5%	2%	2%	1%
Water Treatment Chief Operator	2.5%	2%	2%	1%
Water Treatment Plant Op-in-Training	2.5%	2%	2%	1%
Harbor Patrol Officer	4%	4%	4%	1%
Harbor Patrol Officer - Entry	4%	4%	4%	1%
Harbor Patrol Officer II	4%	4%	4%	1%

This increase will be added to the regular salary increase to come up with the total (Example: 3.5% salary



increase plus 2.5% adjustment = 6% total increase on April 2, 2005).

b. Achieving the second salary step, or "B" step, shall require, in addition to satisfactory performance, a period of one year of actual service.

c. Employees shall receive at least a five percent (5%) salary increase upon promotion provided however that the City shall not be required to pay a salary in excess of the salary range authorized for the appropriate classification by the City Council in the official Position and Salary Control Resolution. The City shall make every effort to provide a minimum five percent (5%) separation in salary between classifications within a series and classifications within recognized career ladders as determined by the City. The City shall provide the Union with a chart of career ladders, and the City shall update said list.

d. Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth. The end of the probationary period shall coincide with the anniversary date.

#### **48. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT**

At the time of retirement, the City shall purchase an annuity for the retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code 20862.8.

The following conditions apply to this benefit:

1. In order to qualify for service credit for sick leave upon retirement, the retiring employee must have at least 500 sick leave hours;
2. The conversion rate of 0.004 years of service credit for each day of sick leave is utilized;
3. The retiring employee may take the cash purchase value of the annuity in lieu of the monthly annuity;
4. Safety group members who obtain 85% of final compensation upon retirement are not eligible for this benefit. (All safety group PERS contracts limit a safety member's maximum annual pension to no more than 85% of final compensation regardless of the length of service and this benefit carries the same restriction); and
5. If the City amends its PERS Miscellaneous or Police contract to include service credit for sick leave upon retirement, non-safety or Police employees, respectively, will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

#### **49. SEVERABILITY**

Should any provision in this agreement be held inoperative, void or invalid by a court of competent jurisdiction, the remaining provisions of this agreement shall not be affected thereby, and the parties agree to meet and consult over the invalidated provision.

#### **50. SHIFT DIFFERENTIAL**

a. The City and the Union agree that regular, full-time employees on a shift of eight (8) or more hours shall receive:

1. Swing shift differential pay when 50% or more of the hours of the assigned shift hours, excluding overtime, fall between 5:00 p.m. and midnight; or
2. Graveyard shift differential pay when 50% or more of the hours of the assigned shift hours,

excluding overtime, fall between midnight and 7:00 a.m.

b. Overtime as Continuation of Assigned Shift. Shift differential for overtime which is a continuation (without break) of the assigned shift is paid based upon the eligibility of the assigned shift. See Examples 1, 2, 3 and 4 in Appendix A entitled Shift Differential Examples.

c. Back-to-Back Shifts. Shift differential for overtime which are two (2) entirely distinct assigned shifts are paid based upon the separate eligibility of each shift. See Examples 5 and 6 in Appendix A entitled Shift Differential Examples.

d. Call Backs.

1. Shift differential is not paid for call back overtime of less than eight (8) hours. See Example 7 in Appendix A entitled Shift Differential Examples.
2. Shift differential is paid for call back overtime of eight (8) hours or more when 50% or more of the hours fall between 5:00 p.m. and midnight or midnight and 7:00 a.m. See Example 8 in Appendix A entitled Shift Differential Examples.

e. Shift differential amounts shall be as follows:

<u>Effective Date</u>	<u>Swing Shift</u>	<u>Graveyard Shift</u>
October 1, 2004	\$.85/hour	\$1.70/hour
October 1, 2005	\$.95	\$2.00
October 14, 2006	\$1.05	\$2.30
October 13, 2007	\$1.15	\$2.60

## **51. SICK LEAVE**

a. The City and the Union agree that the City's sick leave policy shall be that employees shall accrue sick leave at the rate of 3.7 hours for each full pay period of service with a maximum accumulation of two thousand and eighty (2,080) hours. Said sick leave accrual shall begin effective the first day of employment.

b. The programs referred to as "Non-Replenishable" and "City Administrators" sick leave authorized by Municipal Code Sections 3.08.150 (b) and 3.08.210 are eliminated.

c. An employee may use sick leave for a medical appointment when it is not possible to arrange such appointment on non-worktime subject to the following two conditions: 1) Reasonable advance notice which in no event shall be less than 24 hours; 2) Subject to supervisory approval based on operational needs.

d. An employee may use up to six days (48 hours) of available accrued sick leave per calendar year to attend to an illness of a child, parent, registered domestic partner or spouse of the employee as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments.

## **52. STANDBY PAY**

The City and the Union agree that effective during this agreement, when an employee is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours, the employee shall receive two hours of straight-time pay or compensatory time off for each eight hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and the Union agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the

State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure. The City will make a reasonable effort to obtain such reimbursement.

**53. STATE DISABILITY INSURANCE (SDI) AND STATE PAID FAMILY LEAVE INSURANCE (PFL)**

a. All employees must participate in the State Disability Insurance (SDI) and State Paid Family Leave (PFL) programs. The employee shall pay all costs associated with these programs.

b. Employees may apply for SDI or PFL benefits with the State of California Economic Development Department (EDD). To be eligible for benefits, the employee must meet all applicable State requirements. Depending on eligibility, an employee may receive:

1. Up to 52 weeks of wage replacement benefits for the employee's own disability, and/or
2. Up to 6 weeks of wage replacement benefits for providing required care for the serious health condition of a child, parent, spouse or domestic partner or for bonding with a new child.

c. Employees who receive SDI or PFL benefits must integrate available SDI and PFL benefits with available paid sick leave, personal leave and compensatory time. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose.

d. Employees on a medical or family medical leave of absence who are eligible to use their leave accruals during the leave of absence must exhaust available leave balances before using unpaid leave. Employees must use available sick/family sick leave balances, and then compensatory time off and personal leave balances, before using vacation balances.

e. Employees who coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. For non-insurance benefits purposes, the SDI/PFL portion of wage replacement will be treated as unpaid leave.

f. Employees coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions under Article 25 (c) (Leave of Absence) of this Agreement only up to the date they would have received such benefits had they not coordinated SDI/PFL benefits.

**54. TERM OF AGREEMENT**

The City and the Union agree that the term of this agreement shall be forty eight (48) months commencing October 1, 2004 and ending at midnight on September 30, 2008. It is further agreed that the term of this agreement may be extended by mutual agreement.

**55. TRAINING**

a. The parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Union, and the employees covered by this agreement. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator. The parties agree that employees will be trained in the use of fire prevention equipment under the supervision of the City's Fire Department and that a fire evacuation plan will be developed by each department for each major City facility and posted.

b. Direct costs for all training or instruction required by the City shall be paid for by the City. Determination of eligible employees will be based upon the needs of the City with seniority being a factor considered. Wage compensation for employees shall be determined as follows:

### **Non-Exempt Employees**

The Fair Labor Standards Act (FLSA) provides that time spent by non-exempt employees in training is compensable unless all of the following conditions are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is in fact voluntary;
3. The course, lecture, or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work during such attendance.

Attendance is not voluntary if it is required by the City. It is not voluntary in fact if the employee is given to understand or led to believe that his/her present working conditions or the continuance of his/her employment would be adversely affected by nonattendance.

The training is directly related to the employee's job if it is designed to make the employee handle his/her job more effectively as distinguished from training him/her for another job, or to a new or additional skill.

If the training is considered compensable and travel time is associated with the employee's attendance, the following must be considered:

➤ **Travel During Regular Working Hours.** If the travel time related to attending required training occurs during normal working hours, then the time is considered to be compensable.

➤ **Special One-Day, Out-of-Town Travel.** Travel time associated with special one-day, out-of-town training is required to be paid for irrespective of the mode of transportation utilized or whether the employee drives or is a passenger. Time that can be excluded from payment is normal home-to-work travel time and time spent eating while traveling.

➤ **Overnight Travel.** If an employee travels overnight on business (for more than one day), the employee must be paid for time spent in traveling (except for meal periods) during his/her normal working hours on non-working days, such as Saturday, as well as on his/her regular working days. Travel time as a passenger on an airplane, train, boat, bus, or automobile outside of regular working hours is not considered worktime, provided however, that any work which an employee is required to perform while traveling shall be considered as hours worked.

If an employee is offered public transportation but requests permission to drive his/her car instead, the City shall count as hours worked, the time spent driving the car or the time the employee would have had to count as hours worked during working hours if the employee had used the public transportation, whichever is less.

### **Exempt Employees**

In the case of an exempt employee, the MOU language (other than the FLSA requirements applicable to non-exempt employees) determines whether training or related travel time is compensable. Exempt employees will only be paid for time spent in required training and travel during normal work hours. Travel outside of regular work hours is excluded.

- c. For Harbor and Airport Patrol Officers, the City agrees to encourage employees to voluntarily develop their job skills through the coordinated use of City Police Department audio visual training materials in instances where the nature of their jobs would make such training valuable to employee job performance. The City agrees that Peace Officers Standard Training (P.O.S.T.) is desirable for Airport and Harbor patrol officers. The City may provide such training to permanent patrol officers through and including P.O.S.T. Level I.

d. Employees will be eligible to participate in the Citywide Educational Reimbursement Program. The union waives any requirement for the City to meet and confer on enhancements to this policy to increase the maximum reimbursement (currently \$1000) or expand reimbursement eligibility. However, the City will notify the union of any such change.

e. In the event an Airport Patrol Officer chooses to take the FAA Ground School on his or her own time, and successfully completes the school and passes the written examination, then, upon verification thereof, the City shall reimburse such employee for his or her expenses for required books and the course fee up to \$200.

#### **56. UNAUTHORIZED LEAVE/SUSPENSION**

No sick leave, vacation, or holiday shall be paid to an employee during any period of unauthorized leave or suspension. An employee's absence shall be unauthorized if such employee does not report absence to supervisor designated by Department Head within one-half (1/2) hour before or after his/her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

#### **57. UNIFORM MAINTENANCE ALLOWANCE**

a. The parties agree that the following classifications, shall receive a cash uniform purchase and replacement allowance paid in the first pay period of employment and as follows:

<u>Time Period</u>	<u>Airport Patrol</u>	<u>Harbor Patrol</u>	<u>Park Ranger</u>
October 1, 2004- September 30, 2005	\$959	\$899	\$864
October 1, 2005- September 30, 2006	\$994	\$934	\$899
October 1, 2006- September 30, 2007	\$1029	\$969	\$934
October 1, 2007- September 30, 2008	\$1064	\$1004	\$969

Payment of the Uniform Maintenance Allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the Uniform Maintenance Allowance is paid in June or December of each year. Payment will be made in a separate check, one-half in December and one-half in June, per the following schedule:

December 10, 2004 and June 10, 2005  
December 9, 2005 and June 9, 2006  
December 8, 2006 and June 8, 2007  
December 7, 2007 and June 6 2008

It is agreed that the above uniform allowance shall be applied towards the purchase of appropriate shoes.

b. The City and the Union agree that employees required by the City to wear uniforms and receiving a Uniform Maintenance Allowance from the City for participation in a uniform laundry service shall have the full cost of the uniform maintenance paid for by the City. The City retains full and complete control over the administration of the uniform maintenance program. City shall provide all personnel at all treatment plants and in distribution and collection, except Laboratory Technicians, with a minimum of ten (10) uniform changes and a maximum of twelve (12) uniform changes based on the employee's request.

The City shall provide five (5) coverall changes for all Treatment Plant Mechanics and for Operators at El Estero Wastewater Treatment Plant. Operators at the Water Treatment Plant(s) shall receive three (3) coverall changes. The City shall provide Laboratory Technicians with two (2) coverall changes and three (3) laboratory coat changes.

#### **58. UNION BUSINESS ATTENDANCE**

It is agreed that not more than five (5) Union officers or chief stewards will be permitted up to twenty-four (24) hours of leave each per year with pay for union activities including training, conference attendance and other off-site union related business. Release time will be subject to approval of scheduling with the Department Head and prior notification to the Human Resources Manager.

#### **59. UNION STEWARDS**

The City agrees that the Union may designate Union stewards to represent employees in the processing of grievances. The Union shall furnish the City with a list identifying by name and work location all Union stewards. Said list shall be kept current by the Union at all times. Union stewards may begin representing a grievant only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution to the problem.

#### **60. UNION SECURITY (AGENCY SHOP & MAINTENANCE OF MEMBERSHIP)**

a. Election - This Agency Shop provision went into effect following certification of the election results by the State Mediation and Conciliation Service on November 1, 1994.

b. Definition - Agency Shop as used in this Article means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

c. Agency Fee - Each employee in the Unit shall be required to choose to: a) become a member in good standing of the Union; or b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth below. New employees must make the required choice within 30 days of employment in the Unit.

Unless the employee has a) voluntarily submitted to the City an effective dues deduction request; b) notified the Union of his/her intent to pay an agency fee (full fee or reduced because objections filed), as evidenced by written notice of same from the Union to the City; or, c) qualified for exemption upon religious grounds as provided below, the City, upon notice from the Union of the employee's failure to make a timely choice, shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues and general assessments applicable to Union members.

As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency shop fee shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

d. Conformance With Law - The Union represents that the collection, administration and use of agency fee funds shall be in conformance with the law. In addition, the Union shall comply with applicable law regarding disclosure of its expenses, notice to employees of their right to object, provision for agency shop fee payers to challenge the Union's determinations of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The Union shall make available, at its expense, an expeditious administrative appeals procedure to Unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available upon request by the Union to non-Union employees and the City.

The foregoing description of permissible agency shop fee charges and related procedures is included here for informational purposes and is not intended to change applicable law. The City will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

e. Employee Notification - Each non-member who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee. The City shall be sent a copy of this yearly notice.

The City will make a reasonable effort to distribute to each new employee in the Unit, a letter supplied by the Union which describes the Agency fee obligation.

f. Religious Exemption

1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency shop fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor charitable organization exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, as designated by the employee from a list provided by the City Finance Department.

2. To qualify for the religious exemption the employee must provide to the Union, with a copy to the City, a written statement of objection, along with verifiable evidence of membership as described above. The City will implement the change in status within thirty (30) days unless notified by the Union that the religious exemption is not valid.

g. Provision of Information - The Union shall furnish any information needed by the City to fulfill the provisions of this Article.

h. Dues/Fee Deductions - Any of the above described payment obligations shall be processed by the City in the usual and customary manner and time frames.

i. Leave Without Pay - Employees on an unpaid leave of absence for an entire pay period or more shall have agency shop fees suspended. Fee deductions shall have the same priority as dues deductions in the current hierarchy for partially compensated pay periods.

j. Rescission of Agency Shop - The Agency Shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d).

k. Union's Right to Implementation Election – The Union shall have the right pursuant to state law to implementation elections during the term of this agreement if the agency shop provision is rescinded under the terms of Section J above. If the Union requests an implementation election, the election will be conducted by the California State Mediation and Conciliation Service.

l. Indemnification/Hold Harmless Clause - The Union agrees to fully indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the City under this Section.

m. Maintenance of Membership – All regular unit employees who are members of the union in good standing shall maintain their membership in the Union in good standing, subject however, to the right to resign from membership by submitting a written request to the union during the month of August annually.

Resignation requests submitted to the City shall be referred to the union. When resignation requests are

received outside the window period the Union will promptly provide such members a letter explaining the maintenance of membership provision, along with a copy of this section of the MOU.

Union members who drop their union membership but are subject to Agency Shop fee provisions shall still be required to comply with their financial obligations under the Agency Shop provisions. Fee payers may also change their status from full fee payer to "core" fee payer by submitting a written request to the union during the month of August annually.

## 61. VACATION POLICY

a. All employees shall begin accruing vacation effective the first day of employment. It is agreed that vacation time earned may be taken as accrued subject to approval by the City and in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 - 2 years	10 days per year ( 80 hours)
3 - 5 years	13 days per year (104 hours)
6 - 10 years	18 days per year (144 hours)
11 - 17 years	23 days per year (184 hours)
18 - 23 years	25 days per year (200 hours)
24 & over years	28 days per year (224 hours)

Vacation periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and choice.

Non-shift employees may not accrue a vacation balance in excess of thirty-two days (256 hours) unless approved by the City Administrator based upon extenuating circumstances. For shift employees, whose holiday pay is added to their vacation banks (including Park Rangers), the maximum vacation accrual will be thirty-five days (280 hours).

b. Employees will have two opportunities during the vacation year to receive cash in lieu of vacation, up to a total annual maximum cash-out of 100 hours of vacation time. If an employee has taken a minimum of 40 hours of vacation between the beginning of the vacation year and the first pay period of the new June-July fiscal year, the employee is eligible to receive cash in lieu of up to fifty (50) hours of vacation time. If an employee takes a minimum of 80 hours of vacation by the end of a vacation year, that employee is eligible to receive cash in lieu of up to the remaining balance of the 100 hours maximum. Vacation may be "cashed in" in 10 hour increments only, and the amount to be cashed in will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation "cash in" shall state their intentions to cash in vacation within the time frame and procedures established by the City.

c. Vacation year is defined to be the period beginning with the day after the 23rd payroll date of one calendar year, and ending on the 23rd payroll date of the following calendar year. The chart below lists the vacation year, the time sheet used to request the cashed in vacation, and the date the cashed in vacation will be paid:

Calendar Year	Vacation Year	Min. Vacation Hours Taken	Max vacation cash out	Request on Timesheet	Paid date
2004	11/15/03 - 11/12/04	80	100 hours	11/26/2004	12/10/2004
2005	11/13/04 –11/11/05	40 80	Up to 50 hrs Balance of 100 hrs	7/8/2005 11/25/2005	7/22/2005 12/09/2005
2006	11/12/05 - 11/10/06	40 80	Up to 50 hrs Balance of 100 hrs	7/7/2006 11/24/2006	7/21/2006 12/08/2006
2007	11/11/06 – 11/09/07	40	Up to 50 hrs	7/6/2007	7/20/2007



		80	Balance of 100 hrs	11/23/2007	12/07/2007
2008	11/10/07 – 11/07/08	40 80	Up to 50 hrs Balance of 100 hrs	7/4/2008 11/21/2008	7/18/2008 12/07/2007

Employees eligible for vacation cash in shall request vacation cash in on the time sheet dates listed above.

## **62. WATER/WASTEWATER CERTIFICATION PAY**

a. It is agreed that employees receiving Water/Wastewater Certification Pay under Resolution No. 8094 or any of its successor resolutions shall continue to receive such pay. No other employees shall be eligible to receive such pay.

b. The parties agree that Water/Wastewater Certification Pay shall be deemed a privilege earned by merit as established by the employee's work performance, and not a right. If at anytime the City Administrator determines that an employee's service is not satisfactory, payments herein provided shall cease.

c. Certification payments once terminated for any reason shall not be reinstated.

## **63. WORK SCHEDULE**

a. The normal work week shall average forty (40) hours. There shall be two consecutive days of rest observed after each work week subject to City needs for standby, call back, overtime and regularly scheduled shift changes. The Department Head shall establish a "regular" schedule for each employee with a start and quit time. Such schedule shall not be changed without forty-eight hours advance notice except in emergencies. City shall provide employees with reasonable "clean-up" time and employees shall be ready to begin work at start time. City agrees that work outside the regularly scheduled workday shall be compensated in accordance with the overtime policy contained herein.

b. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, work day, or work weekends.

c. It is the intent of the City, when staffing permits, to assign a minimum of two (2) Harbor Patrol Officers to each shift at the Harbor and a minimum of two operators to the El Estero Treatment Plant.

d. Airport Patrol Officers shall be scheduled on either a four-ten work week (4/10) or a three-twelve-and-a-half (3/12.5) work week schedule. Assignment to a four-ten or three-twelve-and-a-half work schedule shall have no effect on accrual rates or employment terms.

e. A one-year trial period may be conducted to allow Harbor Patrol Officers to work a four-ten work schedule on the graveyard shift only.

At the end of the trial period, the four-ten work schedule will be reviewed by both parties. The criteria for the review will be based on costs, staffing, overlap and mission. The review shall include both parties' right to offer options. Both parties will be obligated to consider those options in good faith. The continuation of this schedule shall be subject to Department Head approval with input from affected employees and based on the criteria listed above.

This change to a four-ten work schedule shall have no effect on accrual rates or employment terms.

## **64. WORKERS' COMPENSATION**

a. The parties agree that Municipal Code Section 3.08.220 shall be amended to provide that employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State

mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.

b. Once an individual is no longer eligible for continuation of 85% of his/her gross pay as described in (a) above and are still unable to return to work, the City shall continue to pay its contribution to insurance for the first ninety (90) calendar days.

c. This section shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits provided herein or by State law, except as follows.

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs.

Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or
2. Use "industrial leave without pay" if employee has no accrued paid leave time, or
3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to "wage loss" under workers' compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

## **65. WORKING OUT OF CLASSIFICATION**

The City and the Union agree that it is the intent of departmental management to avoid working an employee out of classification.

It is further agreed that working an employee out of classification will occur only to meet the work requirements within the City and that such out of classification work will terminate after fifteen (15) consecutive work days or thirty (30) work days in any one calendar year, or if extended beyond fifteen (15) consecutive or thirty (30) work days, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to right of employee to waive this provision based upon personal career development.

For purposes of this article, an out of classification assignment is defined as assignment by the Department Head or designee of the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one or more higher classification(s) by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out of classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out of classification work.

It is the intent of this article to compensate employees for assigned out of class work extended beyond

fifteen (15) consecutive or thirty (30) work days in any one calendar year.

If an employee believes he/she is working out of classification on a regular on-going basis, the employee may:

- a. Request a reclassification from his/her manager in writing. The manager shall respond in writing within ten (10) working days of receipt of the request. The manager may recommend that a classification review be conducted by submitting a written request, approved by the Department Head, to Human Resources.
- b. If the employee is not satisfied with the manager's response, he/she may submit a written reclassification request to his/her Department Head or designee within ten (10) working days of receiving his/her manager's written response. Within twenty (20) working days of receipt of the employee's written request, the Department Head or designee shall meet with the employee and issue a written response to the employee and the Human Resources Office.
- c. If the Department Head's response so requests that a classification review be conducted, Human Resources shall conduct said classification review and shall issue its decision to the employee and the Department Head within forty-five (45) working days of receipt of the request.

## **APPENDIX 'A'**

### **SHIFT DIFFERENTIAL EXAMPLES**

**Example 1.** An employee is assigned to work a ten (10) hour shift from 3:30 p.m. to 1:30 a.m. Because 50% or more of the assigned shift hours fall between 5:00 p.m. and midnight, the employee is entitled to Swing Shift Differential pay. If that employee is asked to work overtime from 1:30 a.m. to 3:30 a.m., the employee will be entitled to Swing Shift Differential pay at the overtime rate for the additional two hours (1:30 a.m. to 3:30 a.m.) worked.

**Example 2.** An employee is assigned to work an eight (8) hour shift from 7:30 a.m. to 4:00 p.m. and is then directed to work an additional five (5) hours to cover for a sick employee from 4:00 p.m. to 9:00 p.m. The employee is not entitled to shift differential pay because the assigned shift hours (7:30 a.m. to 4:00 p.m.) do not qualify for shift differential and the overtime worked is less than eight hours.

**Example 3.** An employee is assigned to work 8:00 a.m. to 4:30 p.m. However, on this particular day, the employee is assigned to work from 3:00 a.m. to 8:00 a.m. in addition to the assigned regular shift hours in order to cover for an absent employee. The employee is not entitled to shift differential pay because the assigned shift hours do not qualify for shift differential.

**Example 4.** An employee is assigned to work 7:30 a.m. to 4:00 p.m. and then is directed to work additional time for an emergency situation. The employee then works until 1:00 a.m. The employee is entitled to Swing Shift Differential pay at the overtime rate for the period of 4:00 p.m. to 1:00 a.m. The employee has in effect worked two shifts.

**Example 5.** An employee is assigned to work the swing shift between 4:00 p.m. and midnight and then is assigned to work the graveyard shift from midnight to 8:00 a.m. In this case the employee is assigned to work two distinct shifts. Therefore, the employee is entitled to Swing Shift Differential pay for the time between 4:00 p.m. to midnight and Graveyard Shift Differential pay at the overtime rate for the hours from midnight to 8:00 a.m.

**Example 6.** An employee is assigned to work the graveyard shift between midnight and 8:00 a.m. and then is assigned the day shift from 8:00 a.m. to 4:30 p.m. As in Example 5, the employee is assigned two distinct shifts; therefore, the employee is entitled to Graveyard Shift Differential for the time period of midnight to 8:00 a.m., but no shift differential for the time period of 8:00 a.m. to 4:30 p.m.

**Example 7.** An employee is assigned to work from 4:00 p.m. to midnight. That employee leaves work at midnight, goes home, and then is called back to work between 2:00 a.m. and 7:00 a.m. That employee is entitled to Swing Shift Differential pay for the regular assigned shift from 4:00 p.m. to midnight. The employee is not entitled to shift differential pay for the overtime hours (2:00 a.m. to 7:00 a.m.) because it is considered a call back of less than eight hours.

**Example 8.** An employee is assigned to work 7:30 a.m. to 4:00 p.m. and then is called back to work at 7:00 p.m. and works until 3:00 a.m. due to an emergency situation. The employee is entitled to Swing Shift Differential at the overtime rate for the call back of eight hours or more (7:00 p.m. to 3:00 a.m.).

## **APPENDIX B**

**CITY OF SANTA BARBARA**

**CHILD CARE PERSONNEL POLICIES**

**February 20, 1990**

**Note: A leave or reduced schedule approved under one of these policies runs concurrently with any applicable leave entitlements under the FMLA/CFRA Family and Medical Leave Policy.**

### **Contents**

- 1. Maternity Leave Policy**
- 2. Parental Leave Policy**
- 3. Flexible Leave Policy**
- 4. Alternative Work Schedules**
- 5. Job Sharing**
- 6. Part-time Work**
- 7. At-home Work**

1. **MATERNITY LEAVE** (medical leave)

The City of Santa Barbara is committed to providing time off from work, so far as possible, to employees during pregnancy and following childbirth.

Maternity leave requests, including both medical and non-medical components (see section on Parental leave for information regarding non-medical leave), must be submitted to the City Administrator via the Department Head at least 30 days in advance. The requirement for 30 days advance notice may be waived when warranted by unexpected medical circumstances. Pursuant to state law, maternity leaves for medical reasons will be granted for up to four (4) months and may be extended up to a maximum of one (1) year subject to the operational needs of the department as determined by the Department Head. All medical leaves must be verified by a doctor's certificate of disability.

When an employee is physically disabled from work due to pregnancy or following childbirth, the employee will obtain a doctor's certificate of disability indicating the dates when the employee will be physically unable to work. When physically disabled, the employee may use sick leave or other paid leave. An employee disabled due to pregnancy or childbirth may request an unpaid leave of absence for medical reasons once her sick leave and other paid leave balances total less than forty (40) hours. A doctor's note listing the dates of the disability must be submitted with the medical leave request. Any leave of absence greater than 7 days must be approved in advance by the City Administrator.

The City will coordinate an employee's use of State Disability Insurance (SDI) with City paid leave which allows employees on maternity leave and covered by SDI to extend the use of their paid leave time.

When an employee is on medical leave of absence due to pregnancy, the City will continue to pay the employer portion of the insurance for the first ninety (90) days of the medical leave of absence. Thereafter, an employee will have to pay both the employer and the employee portions of her insurance.

2. **PARENTAL LEAVE** (all employees, non-medical leave)

The City recognizes that after the birth or adoption of a child, it is important for a parent to be with his or her child. As a result, the City encourages Department Heads to accommodate requests for parental leaves to care for a newborn or newly adopted child.

Parental leaves shall be with pay if the employee has leave balances of vacation, personal leave, or compensatory time. An employee may request a parental leave of absence without pay when the employee's paid leave balances total less than forty (40) hours (see section on Maternity Leave for information regarding medical leave related to pregnancy and childbirth).

Parental leave requests must be submitted to the City Administrator via the Department Head at least 30 days in advance. When requested, parental leaves will be approved for a length of time sufficient to provide the employee a minimum of one (1) month absence from work. Any medical leave related to pregnancy and child birth (maternity leave) will not be counted in the minimum one (1) month. The scheduling of parental leave is subject to the approval of both the City Administrator and Department Head based on the operational needs of the department. Extension of the parental leave of absence may be granted, subject to the approval of the City Administrator, via the Department Head. The total duration of the combined medical and parental leaves of absence cannot exceed one year.

Employees are encouraged to discuss their time off needs with their supervisors as early as possible.

Employees are also encouraged to save their vacation, personal leave, and compensatory time for use during a parental leave. Temporary waivers of the minimum annual vacation use and maximum vacation accrual will be considered to assist prospective parents in building their leave banks.

While on parental leave of absence without pay, an employee will have to pay both the employer and employee portions of his or her insurance.

### **3. FLEXIBLE LEAVE POLICY (All employees)**

Employees may use accrued personal leave, vacation, comp time, to respond to emergency needs for spouse or dependent\*, such as illness, child care or elder care. The employee shall notify his/her supervisor immediately of the nature of the emergency. Approval for leaves under this policy shall not be unreasonably withheld. Advance approval for spouse or dependent illness is not required.

\* For purposes of this policy, a dependent is one who is a dependent pursuant to IRS regulations.

### **4. ALTERNATIVE WORK SCHEDULES (All employees)**

The City believes that alternative work schedules are viable options to meet personal needs in areas such as child care and transportation where such schedules continue to meet the operational needs of the department.

Individual employees may request alternative work schedules which meet their personal needs and the operational requirements of the department. Alternative schedules may be different daily work hours or a different work week. Approval for reasonable alternative work schedules is subject to the operational needs of the department as determined by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.

### **5. JOB SHARING (All employees)**

The City recognizes that job-sharing may facilitate the balancing of employees' personal needs with their job responsibilities. As a result, the City encourages Department Heads to attempt to accommodate requests for job-sharing subject to the operational needs of the department as determined by the Department Head.

An employee may request that his/her full-time position be redefined as a job-sharing position to be filled by two part-time employees. Requests for job sharing positions shall be submitted to the Department Head and require final approval by the City Administrator and City Council.

Job sharing positions may be discontinued at the discretion of the Department Head, with 30 days notice to affected employees.

### **6. PART-TIME WORK (All employees)**

An employee may request to work on a part-time basis. A request to work part-time for a limited duration is subject to the operational needs of the department as determined by the Department Head. The Department Head may grant part-time assignments of limited duration. Extensions of part-time assignments will be

considered upon employee request.

All part-time assignments may be periodically reconsidered by the Department Head. If the Department Head determines additional hours are required in the position, the employee will be given thirty days notice of the requirement to work increased hours.

Part-time assignments must be a minimum of 20 hours per week. Part-time regular employees receive insurance benefits and paid leave benefits prorated based on the number of hours worked.

To change an employee from full-time to part-time status requires a Personnel Action Form (PAF) and notification to the Personnel Office.

## **7. AT-HOME WORK (All employees)**

With prior approval of the Department Head and review by Risk Management, an employee may request to work at home on a limited-term basis. All requests will be subject to the operational needs of the department as determined by the Department Head. Increased City liability including safety and workers' compensation issues will be closely reviewed prior to granting at-home work requests.

Requests for work schedules which include working at home for part of the regular work week may be submitted to the Department Head. Authorization for such schedules for either a predetermined or indefinite length of time will be made based on the following criteria:

- a) the operational needs of the department work site must be met adequately;
- b) the job duties must be such that work can be accomplished at home;
- c) proper equipment and supplies necessary to the job assignment can be provided at reasonable cost;
- d) sufficient measures of productivity can be determined;
- e) efficient and effective methods can be established for supervisory review of work assignments;
- f) the employee can be contacted at home during predetermined work hours.

Plans for meeting each of these criteria should be submitted in writing to the Department Head for evaluation. Once approved, at-home work schedules are subject to periodic review and may be discontinued at the discretion of the Department Head, with fourteen (14) days notice to the employee.



## **APPENDIX C**

### **CITY OF SANTA BARBARA**

#### **CATASTROPHIC LEAVE POLICY**

- I. **PURPOSE:** To establish a program whereby City employees can donate vacation and/or compensatory time to:
  - A. The sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury; or
  - B. The vacation leave banks of permanent full-time and permanent part-time employees who are caring for a spouse or child who has a catastrophic illness or injury.
- II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her applicable accumulated leave balances.
- III. **POLICY:** City employees may donate vacation and/or compensatory time to a permanent full-time or permanent part-time employee if:
  - A. An employee experiences a catastrophic illness or injury or must care for a spouse or child who has a catastrophic illness or injury which requires the employee to be absent from work for an extended period of time;
  - B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, and compensatory time in the case of the employee's off duty catastrophic illness or injury; vacation, personal leave and compensatory time due to caring for a spouse or child who has experienced a catastrophic illness or injury); and
  - C. The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation if approved by the Department Head and the City Administrator.
  - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.
  - E. State and Federal income tax on the value of vacation and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. **PROCEDURES:**
  - A. A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to the employee exhausting all of his/her applicable paid leave balances so that time donated may be utilized immediately upon exhaustion of the employee's leave balances, but not before.
  - B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to

Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

- C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the catastrophic illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.
- D. The request for donations shall occur in three month intervals and may be extended up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the Department Head and City Administrator.
- E. Donated vacation and/or compensatory time shall be converted and credited to the recipient's applicable leave bank in equivalent hours based upon the recipient's base hourly rate. (e.g., employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's applicable leave bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation and/or Compensatory Time" form to submit donations of vacation and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor's and recipient's paid leave balances.
- G. All donations of vacation and/or compensatory time shall be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and shall be made in three month increments. An employee may not donate vacation or compensatory time which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave and sick leave to less than 120 hours after the donation.
- H. The donation of vacation and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy.
- I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

SANTA BARBARA MUNICIPAL CODE SECTION 3.04.260  
(IN EFFECT ON DATE OF RATIFICATION OF 2004-2005 M.O.U.)

3.04.260 Career Stability Pay.

This section shall be known as the "Career Stability Pay Plan Policy".

(a) Policy. In further keeping with the philosophy that the City should be a model employer and provide good salaries and benefits for all employees; and in order to encourage stability of employment in the City service; to reward long and faithful service; to provide continuing incentive; to compensate for lack of opportunity in certain "dead-end" positions; and to reduce the City's operating costs by minimizing or avoiding costs related to recruiting, examination and training of replacement personnel, the production costs related to the interruption of work during the period of replacement and training, and the costs related to reorganization when key personnel leave the service, it is hereby declared to be the policy of the City Council, that additional career stability pay, based upon the completion of satisfactory periods of service, shall be paid, commencing July 1, 1969, at each pay period to each eligible officer and employee, as set forth in this chapter.

(b) Career Stability Pay Established. Subject to the limitations contained in this chapter there shall be paid to each officer and employee (other than a seasonal or temporary employee) who has completed seven (7) years of satisfactory continuous service, a sum equal to two and one-half percent (2-1/2%) of the base pay of such employee earned after the satisfactory completion of such seven (7) year period of continuous service; to each officer or employee (other than a seasonal or temporary employee) who has completed twelve (12) years of satisfactory continuous service, a sum equal to an additional two and one-half percent (2-1/2%), making a total of five percent (5%) of the base pay of such officer or employee earned after the completion of such twelve (12) year period of continuous satisfactory service; and to each officer and employee (other than a seasonal or temporary employee) who has completed seventeen (17) years of continuous satisfactory service, a sum equal to an additional two and one-half percent (2-1/2%), making a total of seven and one-half percent (7-1/2%) of the base pay of such officer or employee earned after the completion of such seventeen (17) year period of continuous satisfactory service. All payments herein provided shall be effective at the beginning of the month following the eligible employee's completion of the prescribed number of years of aggregate satisfactory continuous standard of service.

Such additional payment shall be made at each time any installment of base pay is made to the eligible employee, and the amount of such additional payment shall be predicated upon the amount of base pay then paid; provided that if the base pay is reduced due to leave without pay or other cause, the amount of such additional payment shall be predicated upon the amount of base pay less any such reductions.

(c) Merit. It is also the intent of the City Council in enacting this chapter, that the payments herein provided for shall be construed and deemed to be a privilege earned by merit, as established by the employee's work performance, and not a right. If, at any time, the City Administrator shall determine any employee's or officer's service to be unsatisfactory, the City Administrator shall so certify to the Director of Finance and upon such certification the payments herein provided shall thereupon cease until such time as the City Administrator again certifies that such officer or employee has achieved a satisfactory standard of service.

(d) Right to Change. It is expressly declared that it is the intent of the City Council that no vested rights accrue to any payments made or which shall accrue under this chapter, and the conditions, amounts and/or times of such payments may be made, altered or eliminated entirely at any time by the decision of the City Council.

(e) Rules and Regulations. The City Administrator may establish such rules and regulations as he deems necessary to administer the provisions of this chapter. (Ord. 3654 §3, 1974.)